

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

NAME: _____

TITLE: _____

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)

- (a) The General Services Administration (GSA) is interested in leasing approximately _____ Rentable square feet of space. The Rentable space must yield a minimum of _____ BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of _____ BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide test fit layouts when the space offered contains certain features like:
- narrow column spacing
 - atriums, light wells or other areas interrupting contiguous spaces
 - extremely long, narrow runs of space
 - irregular space configurations, or
 - other unusual building features.

The Government will advise the offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.

1.2. AREA OF CONSIDERATION

1.3. LOCATION: INSIDE OR OUTSIDE CITY CENTER (JAN 1997)

- (a) CITY CENTER NEIGHBORHOOD:
Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.
- (1) PARKING AND TRANSPORTATION:
The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every _____ rentable square feet of Government leased space.
- (2) LOCATION AMENITIES:
A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within _____ and other employee services such as retail shops, cleaners, banks, etc., should be located within _____.
- (b) OUTSIDE OF CITY CENTER NEIGHBORHOOD:
Space must be located in an office, research, technology, or business park that is modern in design with a campus-like atmosphere, or on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with surrounding development well-maintained and in consonance with a professional image.
- (1) PARKING AND TRANSPORTATION:
The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every _____ rentable square feet of Government leased space.
- (2) LOCATION AMENITIES:
Adequate eating facilities are to be located within _____ and other employee services, such as retail shops, cleaners, banks, etc. should be located within _____.

1.4. LOCATION: OUTSIDE CITY CENTER (JUN 1994)

- (a) NEIGHBORHOOD:
Space must be located in an office, research, technology or business park that is modern in design with a campus-like atmosphere, or on an attractively landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with surrounding development well-maintained and in consonance with a professional image.

- (b) **PARKING:**
The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every _____ rentable square feet of Government leased space.
- (c) **LOCATION AMENITIES:**
Adequate eating facilities are to be located within _____ and other employee services such as retail shops, cleaners, banks, etc., should be located within _____.

1.5. LOCATION: CITY CENTER (JUN 1994)

- (a) **NEIGHBORHOOD:**
Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.
- (b) **PARKING AND TRANSPORTATION:**
The parking to square foot ratio available on-site must at least meet current local code requirements or in the absence of a local code requirement, on-site parking must be available at a ratio of 1 space for every _____ rentable square feet of Government leased space.
- (c) **LOCATION AMENITIES:**
A variety of inexpensive and moderately priced fast food and/or eat-in restaurants must be located within _____ and other employee services such as retail shops, cleaners, banks, etc., should be located within _____.

1.6. UNIQUE REQUIREMENTS

1.7. LEASE TERM

The lease term is for _____. GSA may terminate this lease at any time after the initial term on _____ days written notice to the lessor.

1.8. OFFER DUE DATE

Offers are due by _____, and must remain open until _____.

1.9. OCCUPANCY DATE

Occupancy is required _____.

1.10. OCCUPANCY DATE

Occupancy is required within _____ calendar days from the date of award or from receipt of plans and samples, whichever is later. GSA shall deliver layout drawings and necessary finish selection to the successful Offeror by _____.

1.11. HOW TO OFFER (JAN 1997)

- (a) Offers are to be submitted to the Contracting Officer at:

- (b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

- (1) _____
- () The estimated cost to prepare the space for occupancy by the Government.
- () The offeror's proposed amortization rate for tenant alterations.

1.12. HOW TO OFFER (JAN 1997)

- (a) Offers are to be submitted to the Contracting Officer at:

- (b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

- (1) GSA Form 1364, Proposal to Lease Space (enclosed) or similar form.

- (2) GSA Form 1217, Lessor's Annual Cost Statement (enclosed).
- (3) Representations and Certifications (enclosed).
- (4) One-eighth inch (preferred) or larger scale first generation blue line plans of the space offered.
 - (i) Photostatic copies are not acceptable. All architectural features of the space must be accurately shown. If conversion or renovation of the building is planned, alterations to meet this solicitation must be indicated. If requested, more informative plans must be provided within ____ days.
 - (ii) Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors should meet local code requirements for issuance of occupancy permits.
 - (iii) GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the BOMA Usable space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful offeror's space may differ from the corridors used in determining the BOMA Usable square footage for the lease award.
- (5) A list of unit costs for adjustments (see paragraph entitled "Alterations Costing \$100,000 or Less").
- (6) An hourly overtime rate for overtime use of heating and cooling (see paragraph entitled "Overtime Usage").
- (7) The estimated cost to prepare the space for occupancy by the Government.
- (8) The offeror's proposed amortization rate for tenant alterations.
- (c) The Offeror should also include as part of the offer, information which addresses any award factors which are listed in the solicitation paragraph entitled "Other Factors."
- (d) See Solicitation Provisions for instructions. If additional information is needed, the Contracting Officer should be contacted.
- (e) There will be no public opening of offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data."

1.13. PLANS WITH OFFER (JAN 1997)

All plans submitted for consideration must be Computer-Aided Design (CAD) files in the AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. All submissions must be accompanied with a written matrix indicating the layering standard used to ensure all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space must be accurately shown.

1.14. NEGOTIATIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

1.15. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

- (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
 - (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
 - (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
 - (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
 - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
 - (4) To the gross PVC will be added:
 - The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
 - The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
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- (5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

1.16. HISTORIC PREFERENCE, GSAR 552.270-4 (JUN 1994) (VARIATION)

- (a) Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
 - (1) The offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.) and
 - (2) The rental is no more than 10 percent higher, on a total annual square foot (BOMA Usable) cost to the Government, than the lowest otherwise acceptable offer.
- (b) If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

1.17. AWARD (JAN 1997)

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - (2) required clauses,
 - (3) required certifications and representations,
 - (4) the pertinent provisions of the offer, and
 - (5) the pertinent provisions of the SFO.

- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

1.18. ACCESSIBILITY FOR NEW CONSTRUCTION (JAN 1997)

To be considered for award, buildings to be constructed must fully meet the new construction requirements of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply.

1.19. SEISMIC SAFETY FOR NEW CONSTRUCTION (JAN 1997)

- (a) If an Offeror proposes to satisfy the requirements of this solicitation through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described below.
- (b) For those buildings or additions to buildings described in (a) above, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this solicitation) edition of the ICBO Uniform Building Code, the BOCA National Building Code, or the SBCCI Standard Building Code.
- (c) All design and engineering documents, including structural engineering calculations, must be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.20. LABOR STANDARDS (JAN 1997)

If an offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1. ACCESSIBILITY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). If any offers are received which fully meet accessibility requirements of new construction, then other offers which do not fully meet these requirements will not be considered. Where standards conflict, the more stringent shall apply.
- (b) **FULL COMPLIANCE:**
"Fully meets" as used herein means the offer fully complies with the ADAAG and/or UFAS requirements for Parking and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.
- (c) **SUBSTANTIAL COMPLIANCE:**
In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (d) **LESS THAN SUBSTANTIAL COMPLIANCE:**
In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:
- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
 - (2) If parking is provided, then accessible spaces shall be included.
 - (3) Accessible toilet rooms shall be provided as follows:
 - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.
- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers which do not fully meet these requirements will not be considered.
- (b) **FULL COMPLIANCE:**
- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
 - (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation.

BUILDING TYPE	Model Building Code Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels	*	*	1949
Steel Moment Resisting Frame	1987	1991	1976
Steel Braced Frame	1990	1991	1988
Steel Frame w/Concrete Shear Walls	1987	1991	1976
Reinforced Concrete Moment Resisting Frame	1987	1991	1976
Reinforced Concrete Shear Walls	1987	1991	1976
Tilt-up Concrete	1987	1991	1973
Reinforced Masonry	1987	1991	1976

*Local provisions for wood construction need to be compared to the 1949 UBC to determine benchmark year.
For additional building types, see NISTIR 5382.

(c) **SUBSTANTIAL COMPLIANCE:**

- (1) In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (2) "Substantially meets" with regard to seismic safety will be determined by the Government based upon the Offeror's evaluation by a registered structural engineer that specifically describes all exceptions to full compliance with the Model Building Code Seismic Design Provisions above. The offeror is to evaluate using NISTIR 5382 and identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the offer which best meets the Model Building Code Seismic Design Provisions and the other requirements of this solicitation.

(d) **LESS THAN SUBSTANTIAL COMPLIANCE:** In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
- (2) If parking is provided, then accessible spaces shall be included.
- (3) Accessible toilet rooms shall be provided as follows:
 - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.
- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.3. OTHER FACTORS (JAN 1997)

The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors which follow considered.

The combination of factors below are _____.

The following award factor(s),

2.4. AWARD BASED ON PRICE (DEC1996)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this solicitation and is the lowest priced offer submitted (see the SFO paragraph entitled "Price Evaluation (Present Value)").

3.0 MISCELLANEOUS

3.1. UNIT COSTS FOR ADJUSTMENTS

Several paragraphs in this SFO specify means for determining quantities of materials. These are Government projections to assist the Offeror in cost estimating. Actual quantities may not be determined until after the lease is awarded and the space layout completed. To enable an equitable settlement if the Government layout departs from the projection, the Offeror must list a unit cost for each of these materials. GSA will use each unit cost to make a lump sum payment or rental increase if the amount of material required by the layout is more than specified or take credit from rental if the amount is less than specified. Offerors are required to state in the offer or in an attachment:

- The cost per linear foot of office subdividing ceiling-high partitioning.
- The cost per floor mounted duplex electrical outlet.
- The cost per wall mounted duplex electrical outlet.
- The cost per floor mounted fourplex (double duplex) electrical outlet.
- The cost per wall mounted fourplex (double duplex) electrical outlet.
- The cost per dedicated clean electrical computer receptacle.
- The cost per floor mounted telephone outlet.
- The cost per wall mounted telephone outlet.
- The cost per interior door.

- _____
- _____
- _____

3.2. ALTERATIONS \$100,000 OR LESS (JAN 1997)

- (a) The unit prices which the Offeror is required to list will be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and Government.
- (b) Where unit prices for alterations are not available, the Lessor may be requested to provide a price proposal for the alterations. Orders will be placed by issuance of a GSA Form 276, Supplemental Lease Agreement, a GSA Form 300, Order for Supplies or Services, or a tenant agency approved form. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- (c) Orders may be placed by the Contracting Officer, the GSA buildings manager or tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- (d) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.

3.3. ALTERNATE PROPOSALS

This solicitation may specify certain items for which alternate proposals are required. For evaluation and negotiation, the offer shall state:

- Itemized costs for lump sum payment not to be included in the rental rate, and
- A rental rate which includes the costs of these items.

The Offeror must provide costs for both methods of evaluation on the lease proposal form in order to be considered for award. GSA may elect the option it deems most favorable.

3.4. TAX ADJUSTMENT (AUG 1992)

- (a) The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to the Contracting Officer. The due date for making payment shall be the 30th day after receipt of the invoice by the Contracting Officer or the 30th day after the anniversary date of the lease, whichever is later. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made during the calendar year in which the Government lease commences, the base year will be the first year of a full assessment.
- (b) The Government's share of the tax increase will be based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building. If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.
- (c) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund. If the Government elects to contest the tax assessment, payment under paragraph (a) of this clause shall become due on the first workday of the second month following conclusion of the appeal proceedings.
- (d) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease to a rate below the base year, payment for taxes will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases provided under paragraph (a) of this clause.

3.5. PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

3.6. OPERATING COSTS (JUN 1985)

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.
- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

3.7. OPERATING COSTS BASE (JAN 1997)

The base for the operating costs adjustment will be established during negotiations based upon BOMA Usable Square Feet.

3.8. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

3.9. BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.

3.10. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

3.11. APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

3.12. LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of _____ for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

3.13. VENDING FACILITIES (JAN 1997)

- (a) Approximately _____ square feet of the BOMA Usable space in the solicitation paragraph entitled "Amount and Type of Space" will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated and payment will be made by the Government either on a lump-sum basis or a rental increase.
- (b) The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offerors must advise the Government if such rights exist.

3.14. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994) (VARIATION)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per BOMA Usable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.15. RELOCATION ASSISTANCE ACT

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.16. EVIDENCE OF CAPABILITY TO PERFORM

- (a) AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:
 - (1) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
 - (2) The name of the proposed construction contractor, as well as evidence of his experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 - (3) The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
 - (4) Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
 - (5) Evidence of ownership or control of site.

- (b) AFTER AWARD:
Within _____ days after award, the successful Offeror/Lessor shall provide to the Contracting Officer evidence of:
- (1) A firm commitment of funds in an amount sufficient to perform the work.
 - (2) Award of a construction contract with a firm completion date.
 - (3) Issuance of a building permit covering construction of the improvements.

3.17. CONSTRUCTION SCHEDULE

- (a) Within _____ days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date (see paragraph entitled "Occupancy Date"). The finalized schedule is to be submitted no later than _____ days after award.
- (b) The schedule is to include timing for completion of design and construction milestones, including but not limited to, (1) submittal of preliminary plans and specifications, (2) submittal of other working drawings, (3) issuance of a building permit, (4) completed construction documents, (5) start of construction, (6) completion of principal categories of work, (7) phased completion, and availability for occupancy of each portion of the Government space (by floor, block, or other appropriate category), and (8) final construction completion.

3.18. PROGRESS REPORTS

After start of construction, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of _____ days. The report shall include information as to percentage of the work completed by phase and trade, a statement as to expected completion and occupancy date, changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc.

3.19. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.20. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 1995)
- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.
- (d) *Payrolls and basic records.*
- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

- (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. 52.222-6 DAVIS-BACON ACT (FEB 1995)

- (a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b)
 - (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination, Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements,*

Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.
10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)
 - (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4.0 GENERAL ARCHITECTURAL

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

4.2. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

4.3. BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.4. SPACE EFFICIENCY

The design of the space offered must be conducive to efficient layout and good utilization.

4.5. FLOOR PLANS AFTER OCCUPANCY

Within _____ days after occupancy, 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer.

4.6. CAD AS-BUILT FLOOR PLANS (JAN 1997)

Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The plans must be in AutoCAD Release 12 (or later) .dwg format. Clean and purged files are to be submitted on 3½ inch high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (¼ inch Cartridge) tape. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator will demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.7. FLOORS AND FLOOR LOAD (JAN 1997)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per BOMA Usable square foot plus 20 pounds per BOMA Usable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per BOMA Usable square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.8. EXITS AND ACCESS (SEP 1991)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

4.9. WINDOWS (SEP 1991)

Office space must have windows in each exterior bay unless waived by the Contracting Officer.

All windows shall be weathertight. Opening windows must be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.10. ACCESSIBILITY (JAN 1997)

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.11. LANDSCAPING (OCT 1996)

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided.

5.0 ARCHITECTURAL FINISHES

5.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

5.2. LAYOUT AND FINISHES

All required finish selection samples must be provided within _____ days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within _____ days after award or after receipt of plans and samples, whichever is later.

5.3. CEILINGS (SEP 1991)

Ceilings must be at least 8 feet and no more than 11 feet measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class (STC) of 40 throughout the Government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the Contracting Officer:

- Restrooms: plaster or pointed and taped gypsum board.
- Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or equivalent quality to be approved by the Contracting Officer.
- Corridors and Eating/Galley Areas: plaster or pointed and taped gypsum board or mineral acoustical tile.

5.4. WALL COVERINGS (SEP 1991)

PHYSICAL REQUIREMENTS:

Prior to occupancy, partitioned offices and open office areas shall be covered with vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The quality of finish shall be approved by the Contracting Officer.

Selected offices and conference rooms as specified below are to be covered with wood paneling or textile covering to be approved by the Contracting Officer.

Prior to occupancy all restrooms offered to comply with the restroom fixture schedule of this solicitation must have ceramic tile in splash areas and vinyl wall covering not less than 13 ounces per square yard as specified in FS CCC-W-408C on remaining wall areas or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

Prior to occupancy all elevator areas which access the Government's leased space, hallways within or accessing the Government's leased space and eating/galley areas within the Government's leased space are to be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C, or equivalent quality as approved by the Contracting Officer, unless an alternate finish is approved by the Contracting Officer.

REPLACEMENT:

All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired at the Lessor's expense, including moving and replacing furnishings, (except where wall covering has been damaged due to the negligence of the Government), anytime during the occupancy by the Government if it is torn, peeling or permanently stained; the ceramic tile in the restrooms must be replaced or repaired if it is loose, chipped, broken or permanently discolored. All repair and replacement work is to be done after working hours.

SAMPLES:

The Lessor is to provide at least _____ samples of each type of wall covering to be installed for selection by the Contracting Officer.

PAINTING:

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or the Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

5.5. PAINTING

Prior to occupancy all surfaces designated by GSA for painting must be newly painted in colors acceptable to GSA. All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at Lessor expense at least every 5 years. This includes moving and return of furniture. Public areas must be painted at least every 3 years.

5.6. DOORS: EXTERIOR (DEC 1992)

Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1¾ inches thick. Exterior doors shall be weather-tight and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

5.7. DOORS: INTERIOR (SEP 1991)

Doors must have a minimum clear opening of 32 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Contracting Officer. They will be provided at a ratio of _____.

5.8. DOORS: HARDWARE (DEC 1992)

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closers. All door entrances from public corridors, exterior doors and other doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.9. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to office entrances. The form of door identification must be approved by the Contracting Officer.

5.10. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

5.11. PARTITIONS: PERMANENT (SEP 1991)

Permanent partitions must be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and the Government-occupied premises from other tenants on the floor.

5.12. PARTITIONS: SUBDIVIDING (JAN 1997)

- (a) Office subdividing partitions shall comply with local requirements. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. Partitioning shall be installed by the Lessor at locations to be determined by the Government. The partitioning shall extend from the finished floor to the finished ceiling. Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Partitioning shall be provided at a ratio of 1 linear foot for each _____ BOMA Usable Square Feet of space provided. Partitioning over interior office doors is included in the measurement. Permanent partitioning and partitioning which surrounds exterior walls will not be included in unit cost adjustments but should be included as part of the annual rental rate.
- (b) Partitions may be prefinished or taped and painted. HVAC must be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

5.13. FLOOR COVERING AND PERIMETERS (DEC 1991)

Floor covering shall be either resilient flooring or carpet, except as otherwise specified in this solicitation. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Exceptions must be approved by the Contracting Officer.

OFFICE AREAS:

Prior to occupancy, carpet or carpet tiles must cover all office areas partitioned or unpartitioned, including interior hallways and conference rooms. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static buildup requirement for new carpet.

SPECIALTY AREAS:

Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms. The Offeror shall provide the Government with a minimum of _____ different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

CARPET - SAMPLES:

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of _____ different color samples. The sample and color must be approved by GSA prior to installation. No substitutes may be made by the Offeror after sample selection.

CARPET - INSTALLATION:

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

Carpet shall be replaced at least every 10 years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving and return of furniture.

RESILIENT FLOORING - REPLACEMENT:

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has:

- Curls, upturned edges, or other noticeable variations in texture.

5.14. CARPET: BROADLOOM (SEP 1991)

Approximately _____ percent of the space shall be carpeted with broadloom carpet.

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF, woolblend), soil-hiding nylon or wool nylon blends.
- Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level-loop or textured-loop construction. 32 ounces per square yard is the minimum for level-cut/uncut construction.
- Secondary back: jute or synthetic fiber for glue-down installation.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.

5.15. CARPET TILE (SEP 1991)

Approximately _____ percent of the space shall be carpeted with carpet tile.

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF), soil-hiding nylon.
- Carpet pile construction: tufted level loop, level cut pile, or level cut/uncut pile.
- Pile weight: 26 ounces per square yard is the minimum for level loop and cut pile. 32 ounces per square yard is the minimum for plush and twist.
- Secondary back: PVC, EVA (ethylene vinyl acetate), polyurethane, polyethylene, bitumen or olefinic hardback reinforced with fiberglass.
- Total weight: minimum of 130 ounces per square yard.
- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.
- Pile height: minimum of 1/8 inch.
- Static buildup: maximum of 3.5 KV, when tested in accordance with AATCC-134.
- Carpet construction: minimum of 64 tufts per square inch.

5.16. RESILIENT FLOORING (SEP 1991)

In addition to reproduction, file, and storage rooms, resilient flooring shall be used in the specialty rooms listed below:

5.17. ACOUSTICAL REQUIREMENTS (JAN 1997)

REVERBERATION CONTROL:

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 In accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms:	NIC-40
offices:	NIC-35

TESTING:

The Contracting Officer may require at no cost to the Government test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

5.18. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

All exterior windows shall be equipped with window blinds. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1 inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

DRAPERIES:

Draperies will be provided in all conference rooms and in the following office areas:

Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right or left side.

CONSTRUCTION:

Any draperies to be newly installed, must be made as follows:

- 100 percent fullness, including overlap, side hems, and necessary returns.
- 4-inch double headings turned over a 4-inch permanently finished stiffener.
- 1½-inch doubled side hems; 4-inch doubled and blind stitched bottom hems.
- Three-fold pinch pleats.
- Safety stitched intermediate seams.
- Matched patterns.
- Tacked corners.
- No raw edges or exposed seams.

Use of existing draperies must be approved by the Contracting Officer.

SAMPLES:

A minimum of _____ patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.19. BUILDING DIRECTORY

A tamper proof directory with lock shall be provided in the building lobby listing all Government agencies. It must be acceptable to the Contracting Officer.

5.20. FLAG POLE

If the Government is the sole occupant of the building, a flagpole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by GSA.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. ENERGY COST SAVINGS (JAN 1997)

- (a) All offerors are encouraged to contact an energy service company qualified under the Energy Policy Act to perform Energy Savings Performance Contracts (ESPC) to determine whether opportunities for cost effective energy improvements to the space are available.
- (b) A list of energy service companies qualified under the Energy Policy Act to perform ESPCs, as well as additional information on cost effective energy efficiency, renewables, and water conservation may be obtained by writing to: US Department of Energy, Federal Energy Management Program, EE-90, Washington, DC 20585 or by calling the FEMP HELP DESK at 1-800-566-2877 and asking for the ESPC qualified list.

6.3. DRINKING FOUNTAINS

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet of travel distance.

6.4. TOILET ROOMS (JAN 1997)

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
 - (1) A mirror above the lavatory.
 - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
 - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
 - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
 - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
 - (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
 - (7) A disposable toilet seat cover dispenser.
 - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.

6.5. TOILET ROOMS: FIXTURE SCHEDULE (OCT 1996)

- (a) The toilet fixture schedules specified below shall be applied to each full floor based on one person for each 135 BOMA Usable Square Feet of office space in a ratio of _____ percent men and _____ percent women:

- (b) Refer to the schedule separately for each sex.

NUMBER OF MEN*/WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.				
** Add one lavatory for each 45 additional employees over 125.				
*** Add one water closet for each 40 additional employees over 150.				

- (c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

6.6. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

6.7. HVAC (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

6.8. HEATING AND AIR CONDITIONING (JAN 1997)

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) ZONE CONTROL:
Individual thermostat control shall be provided for office space with control areas not to exceed 2000 BOMA Usable Square Feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.
- (f) EQUIPMENT PERFORMANCE:
Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

6.9. VENTILATION (OCT 1996)

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

6.10. VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- (b) Conference rooms of _____ BOMA Usable Square Feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Where the Lessor proposes that the Government should pay utilities:
 - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
 - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

6.11. VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.12. ELECTRICAL: GENERAL (JAN 1997)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

6.13. ELECTRICAL: GENERAL (SEP 1991)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits.

6.14. ELECTRICAL: DISTRIBUTION (JAN 1997)

- (a) Duplex floor or wall outlets shall be provided on the basis of 1 per _____ BOMA Usable Square Feet. Convenience outlets shall be installed on the basis of a maximum of 8 outlets per 20-amp circuit.
- (b) Each workstation shall contain at least 1 orange-bodied or other specially designed receptacle with isolated-ground capability. Such receptacles shall not exceed in number 4 per 20-amp. circuit, and shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (c) The Lessor shall ensure that electrical outlets and associated wiring are concealed by a method acceptable to the Contracting Officer. Raceways and outlets shall be concealed except when surface-mounting is approved by the Contracting Officer.
- (d) At the discretion of the Contracting Officer, stand-alone power poles (or, in the case of systems furniture, systems-furniture power poles) may be used to provide electrical service to work stations.
- (e) All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electrical service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.

6.15. ELECTRICAL: DISTRIBUTION COMBINATION (JAN 1997)

- (a) Duplex floor or wall outlets shall be provided on the basis of 1 per _____ BOMA Usable Square Feet.
- (b) Fourplex (double duplex) floor or wall outlets shall be provided on the basis of 1 per _____ BOMA Usable Square Feet.
- (c) Convenience outlets shall be installed on the basis of a maximum of 8 outlets per 20-amp. circuit.
- (d) Each work station shall contain at least 1 orange-bodied or other similarly designed receptacle with isolated-ground capability. Said receptacles shall not exceed in number 4 per 20-amp. circuit, and shall be installed in accordance with the September 21, 1983, edition of Federal Information Processing Standards pub. 94.
- (e) Dedicated special electrical receptacles shall be provided on the basis of 1 per 10,000 BOMA Usable Square Feet. Duplex outlets corresponding to said receptacles shall be colored differently from the standard duplex and fourplex outlets, and shall be used only for office copiers and special equipment. One dedicated or special electrical outlet shall be provided in space of less than 10,000 BOMA Usable Square Feet. The Lessor shall ensure that the outlets and associated wiring designated to workstations will be concealed in a manner acceptable to the Contracting Officer. Cable shall not be exposed on the finished floor surface.
- (f) All floors shall have 120/208-volt, 3-phase, 4-wire with bond, 60-hertz electric service available. Duplex outlets shall be circuited separately from the lighting. All branch-circuit wiring shall consist of copper conductors. Conductors for branch circuits shall be sized to prevent voltage drop exceeding 3 percent at the farthest receptacle.

- (g) At the discretion of the Contracting Officer, stand-alone power poles (or, in the case of systems furniture, systems-furniture power poles) may be offered in lieu of electrical and telephone floor outlets. Where power poles are substituted for floor outlets, each power pole shall consist of two duplex electric outlets and two telephone outlets. For the purposes of determining unit costs for adjustment, Offerors are required to state, either in their offer or in an attachment, the cost of wiring and installation for each power pole, both as a stand-alone and as furnished by others with systems furniture.

6.16. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labelled to identify circuits or equipment supplied through them.

6.17. TELEPHONE: DISTRIBUTION AND EQUIPMENT (JAN 1997)

- (a) Telephone floor or wall outlets shall be provided on the basis of 1 per _____ BOMA Usable Square Feet. The Lessor shall ensure that all outlets and associated wiring used to transmit telecommunication (voice) service to the workstation will be safely concealed in floor ducts, walls, or columns. Wall outlets shall be provided with rings and pull strings to facilitate the installation of cable.
- (b) The Government reserves the right to provide its own telecommunication (voice) service in the space to be leased. The Government may contract with another party to have inside wiring and telephone equipment installed. Telecommunication switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of ½ inch.

6.18. DATA DISTRIBUTION (JAN 1997)

Floor or wall outlets shall be provided on the basis of 1 per _____ BOMA Usable Square Feet. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations will be safely concealed in floor ducts, walls, columns, or below access flooring. Wall-mounted outlets shall be provided with rings and pull strings to facilitate the installation of the data cable. The Government shall at its expense be responsible for purchasing and installing said cable. When cable consists of multiple runs, the Lessor shall provide cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall be ladder-type, and shall form a loop around the perimeter of the Government-occupied space such that the horizontal distance between individual drops does not exceed 30 feet.

6.19. ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JAN 1997)

- (a) The Lessor shall provide separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways will be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Cluster groups at floor or wall locations shall be provided on the basis of 1 per _____ BOMA Usable Square Feet. A set consisting of 1 data junction box, 1 telephone junction box, and 1 electrical junction box shall comprise a cluster group. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-volt circuits with 1 neutral and 1 ground wire, and a 120-volt isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-amp. circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. The isolated-ground "computer" circuits shall be installed in accordance with the September 21, 1983 edition of Federal Information Processing Standards pub. 94.
- (b) The Government shall be responsible for providing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings designed to facilitate the installation of cable. The Lessor shall provide a means of distributing the cable via a system of ladder-type cable trays which shall form a loop around the perimeter of the Government-occupied space. Said ladder trays shall provide access to both telecommunications data closets and telephone closets, and shall be located such that they are within a 30-foot horizontal distance of any single drop.

6.20. LIGHTING: INTERIOR (JAN 1997)

- (a) Modern, diffused fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform light level of 50 foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 30 foot-candles in portions of work areas other than work surfaces and 1-10 foot-candles or minimum levels sufficient to ensure safety in non-working areas. Exceptions may be granted by the GSA buildings manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.

6.21. LIGHTING: INTERIOR (JAN 1997)

- (a) Modern low brightness, parabolic type 2' x 4' or 2' x 2' fluorescent fixtures using no more than 2.0 watts/BOMA Usable square foot shall be provided. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height throughout the space. A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government leased space. One to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (b) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (c) Outdoor parking areas shall have a minimum of 1 foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

6.22. SWITCHES (JAN 1997)

Switches shall be located on columns or walls by door openings in accordance with the "Controls" subparagraph of the paragraph entitled "Handicapped Accessibility" in the "General Architectural" section of this solicitation. No more than 1000 BOMA Usable Square Feet of open space shall be controlled by one light switch.

6.23. ADDITIONAL ELECTRICAL CONTROLS

If the Offeror proposes that the Government pay separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control and must be provided to all space on the Government meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.24. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.
- (b) CODE:
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2. NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending _____ except Saturdays, Sundays, and Federal holidays.

7.3. OVERTIME USAGE (JAN 1997)

(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

(b) Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

7.4. OVERTIME USAGE (JAN 1997)

(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

(b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government.

(c) When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 will be placed using a Form 300, Order for Supplies or Services. The clauses entitled "GSAR 552.232-71 Prompt Payment" and "GSAR 552.232-72 Invoice Requirements (Variation)" apply to all orders for overtime services.

(d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.5. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

7.6. UTILITIES: SEPARATE FROM RENTAL (JAN 1997)

(a) The Offeror must specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror must obtain a statement from a registered professional engineer stating that all heating, ventilation, air conditioning, plumbing, and other energy intensive building systems can operate under the control conditions stated in this SFO. The statement must also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ASHRAE Standard 90.1, Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings, or more restrictive local/state codes.

(b) The Lessor shall provide separate meters for utilities to be paid for by the Government. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements (see "Mechanical, Electrical, Plumbing" section of this solicitation).

7.7. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies.

7.8. JANITORIAL SERVICES (JAN 1997)

Cleaning is to be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this solicitation.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

DAILY:

Empty trash receptacles and clean ashtrays. Sweep entrances, lobbies and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances and lobbies, clean elevators and escalators, remove carpet stains. Police sidewalks, parking areas and driveways. Sweep loading dock areas and platforms.

THREE TIMES A WEEK:

Sweep or vacuum stairs.

WEEKLY:

Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas and driveways (weather permitting).

EVERY TWO WEEKS:

Spray buff resilient floors in secondary corridors, entrance and lobbies. Damp mop and spray buff hard and resilient floors in office space.

MONTHLY:

Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

EVERY TWO MONTHS:

Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills and frames. Shampoo entrance and elevator carpets.

THREE TIMES A YEAR:

Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

TWICE A YEAR:

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

ANNUALLY:

Wash all venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways and flat roofs.

EVERY TWO YEARS:

Shampoo carpets in all offices and other non-public areas.

EVERY FIVE YEARS:

Dry clean or wash (as appropriate) all drapes.

AS REQUIRED:

Properly maintain plants and lawns, remove snow and ice from entrances, exterior walks and parking lots of the building. Provide initial supply, installation and replacement of light bulbs, tubes, ballasts and starters. Replace worn floor coverings (this includes moving and return of furniture). Control pests as appropriate, using Integrated Pest Management techniques.

7.9. SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly or monthly.

7.10. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

7.11. FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and Federal holidays. The Government will provide instructions when flags must be flown at half-staff.

7.12. SECURITY

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased during duty hours.

7.13. SECURITY: ADDITIONAL REQUIREMENTS

The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

7.14. BUILDING OPERATING PLAN

If the cost of utilities is not included as part of the rental consideration, Offerors shall submit a building operating plan with the offer. Such plan shall include a schedule of start-up and shutdown times for operation of each building system, such as lighting, heating, cooling, ventilation, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.15. LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, and policing area to keep it free of debris. Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1. OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

8.2. FIRE AND LIFE SAFETY (OCT 1996)

- (a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.
- (c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

8.3. SPRINKLER SYSTEM (OCT 1996)

- (a) If any portion of the offered space is on or above the 6th floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 BOMA Usable Square Feet of space in the offered building, then the entire building must be protected by an automatic sprinkler system or an equivalent level of safety.
- (b) If an offeror proposes to satisfy any requirement of this clause by providing an equivalent level of safety, the offeror must submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. Offerors should contact the Contracting Officer for further information regarding Government review and approval of "equivalent level of safety" analyses. (See 41 CFR 101-6.6 for guidance on conducting an equivalent level of safety analysis.)
- (c) Definition: "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

8.4. MANUAL FIRE ALARM SYSTEMS (OCT 1996)

Manual fire alarm systems shall be provided in accordance with NFPA Standard 101 (current as of the date of this solicitation). Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards No. 70 and 72.

8.5. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

8.6. ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.

8.7. ASBESTOS (OCT 1996)

- (a) Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this "Asbestos" paragraph, "space" includes the space offered for lease, common building areas and ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.
- (b) Definition. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- (c) Space with ACM of any type or condition may be upgraded by the offeror to meet the conditions described in subparagraph (a) by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If an offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Department of Transportation (DOT), State, and local regulations and guidance.

- (d) Management plan. If space is offered which contains ACM, the offeror must submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan must conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and reoccupancy clearance, in accordance with OSHA, EPA, DOT, State, and local regulations and guidance, at least 4 weeks prior to the abatement work.

8.8. INDOOR AIR QUALITY (OCT 1996)

- (a) The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 parts per million (ppm) time-weighted average (TWA - 8-hour sample); CO₂ - 1000 ppm (TWA); formaldehyde - 0.1 ppm (TWA).
- (b) The Lessor shall make a reasonable attempt to apply insecticides (except traps), paints, glues, adhesives, and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide advance notice to the tenant before applying noxious chemicals in occupied spaces, and adequate ventilation in those spaces during working hours during and after application.
- (c) The Lessor shall, at all times, supply adequate ventilation to the leased premises with air having contaminants below OSHA or EPA action levels and permissible exposure limits, and without noxious odors or dusts. The Lessor shall conduct HVAC system balancing after all HVAC system alterations; and make a reasonable attempt to schedule major construction outside of office hours.
- (d) The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls, including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC systems, etc.), to address such complaints.
- (e) The Government reserves the right to conduct independent IAQ assessments and detailed studies in space it occupies, as well as in space serving the Government-leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the Contracting Officer.

8.9. RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal canisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 pCi/L. After the initial testing, a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

8.10. RADON IN AIR (OCT 1996)

- (a) The radon concentration in the air of space leased to the Government shall be less than the Environmental Protection Agency (EPA) action concentration for homes of 4 pCi/L, herein called the "EPA action concentration."
- (b) Initial testing:
 - (1) The Lessor shall test that portion of space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured), report the results to the Contracting Officer upon award, and promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
 - (2) Testing sequence: The Lessor shall measure radon by the Standard Test in subparagraph (d)(1), completing the Test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the Test before Government occupancy, in which case the Lessor shall perform the Short Test in subparagraph (d)(2).
 - (3) If the space offered for lease to the Government is in a building under construction or proposed for construction, the Lessor shall, if possible, perform the Standard Test during buildout before Government occupancy of the space. If the Contracting Officer decides that it is not possible to complete the Standard Test before occupancy, the Lessor shall complete the Short Test before occupancy, and the Standard Test not later than 150 days after occupancy.
- (c) Corrective action program:
 - (1) Program initiation and procedures:
 - (i) If the Government or the Lessor detects radon at or above the EPA action level at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Government occupancy.
 - (ii) If the Government or the Lessor detects a radon concentration at or above the EPA action level at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.

- (iii) If the Government or the Lessor detects a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area, and provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
- (iv) The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
- (2) The Lessor shall perform the Standard Test in subparagraph (d)(1) to assess the effectiveness of a corrective action program. The Lessor may also perform the Short Test in subparagraph (d)(2) to determine whether the space may be occupied, but shall begin the Standard Test concurrently with the Short Test.
- (3) All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
- (4) If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Government may implement a corrective action program and deduct its costs from the rent.
- (d) Testing procedures:
 - (1) Standard Test: Place Alpha Track Detectors or Electret Ion Chambers throughout the required area for 91 or more days so that each covers no more than 2,000 square feet of usable space. Use only devices listed in the EPA Radon Measurement Proficiency (RMP) Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
 - (2) Short Test: Place Alpha Track Detectors for at least 14 days, or Electret Ion Chambers or charcoal canisters for 2 to 3 days, throughout the required area so that each covers no more than 2,000 square feet of usable space, starting not later than 7 days after award. Use only devices listed in the EPA RMP Program Application Device Checklists. Use a laboratory rated proficient in the EPA Program to analyze the devices, and submit the results and supporting data within 30 days after the measurement. In addition, complete the Standard Test not later than 150 days after Government occupancy.

8.11. RADON IN WATER (SEP 1991)

- (a) Two water samples constituting a sampling pair shall be taken from the same location for quality control. They shall be obtained inside the building and as near the non-public water source as is practical, in accordance with EPA's "Radon In Water Sampling Program Manual." Analysis of water samples for radon must be performed by a laboratory that uses the analytical procedures as described in EPA's "Two Test Procedures For Radon In Drinking Water."
- (b) The Lessor shall perform the necessary radon testing and submit a certification to the Contracting Officer before the Government occupies the space.
- (c) If the EPA action level is reached or exceeded, the Lessor shall institute abatement methods, such as aeration, which reduce the radon to below the EPA action level prior to occupancy by the Government, and are promptly revised when building conditions which would or do affect the program change.

8.12. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

8.13. RECYCLING (OCT 1996)

Where State and/or local law, code or ordinance require recycling programs for the space to be provided pursuant to this solicitation, the successful offeror shall comply with such State and/or local law, code or ordinance in accordance with the paragraph of the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and the leased space.

9.0 SPECIAL REQUIREMENTS

9.1. SPECIAL REQUIREMENTS - 1

9.2. SPECIAL REQUIREMENTS - 2

9.3. SPECIAL REQUIREMENTS - 3

9.4. SPECIAL REQUIREMENTS - 4

9.5. SPECIAL REQUIREMENTS - 5
